

FILED
GREENVILLE S.C.
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H. W. HOLEY

MORTGAGE

THIS MORTGAGE is made this 14th day of November 1983 between the Mortgagor Frank Richard Cupka and Verdenia T. Cupka (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-THREE THOUSAND TWO HUNDRED AND NO/100 (\$43,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 14, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2003.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land, situate, lying and being in the State and County aforesaid, Chick Springs Township, near Pleasant Grove Baptist Church, on the Southwest side of S. C. Highway No. S-136 (also known as Buncombe Road), being known and designated as Lot No. Fourteen (14) as shown on plat of property of John H. Greer prepared by H. S. Brockman, Reg. Surveyor, dated July 16, 1957, which plat is recorded in the R.M.C. Office for said County in Plat Book PP, page 121. This being the same property conveyed to P. Carlton Blackburn and Lucy C. Blackburn by James W. Johnson and Dulith A. Johnson by deed recorded in said Office on November 23, 1979, in Deed Book 1116 at page 240, and the same property conveyed to the Mortgagors herein by P. Carlton Blackburn and Lucy C. Blackburn by deed to be recorded forthwith in said Office. For a more particular description, see the aforesaid plat.

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which has the address of S. C. Highway S-136 (Buncombe Road), Rt. 1, Greer S. C. 29651 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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